

VALENCIA COUNTY BOARD OF COMMISSIONERS

Regular Business Meeting

October 21, 2009

PRESENT	ABSENT
Pedro G Rael, Chairman	
Donald E. Holliday, Vice-Chairman	
David R Medina, Member	
Ron Gentry, Member	
Georgia Otero-Kirkham, Member	
Eric Zamora, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Sally Perea, County Clerk	
Press and Public	

1) The meeting was called to order by Chairman Pedro Rael at 5:00 P.M.

2) Chairman Rael led the Pledge of Allegiance.

3) Approval of Agenda

Eric Zamora stated item 5(b) School of Dreams would not be making their presentation. Commissioner Kirkham would like it placed on the November agenda. Commissioner Medina moved for approval of the agenda with the removal of 5(b). Seconded by Commissioner Holliday. Motion carried unanimously.

4) Approval of Minutes of October 7, 2009 Regular Business Meeting

Commissioner Gentry moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously.

5) Public Comments – At the discretion of the Chair

(For Information Only – limited to two minutes per person on subjects not on the published agenda)

Sue Moran stated she felt the letter from the Foundation for Open Government from which some commissioners consciously chose to cherry pick phrases to mislead the audience and the sheriffs department at the last commission meeting is available for the audience to conclude for themselves.

Brian Benoit expressed his concerns in regards to expelling of citizens from any public meeting as he felt each citizen has right to express their voice. He read an excerpt of a constitutional letter and asked that it be made part of the minutes.

Meadow Lake resident Bob Gostischa stated he had read the letter from the Foundation for Open Government and he also felt that it was cherry picked in order to point out a fact that wasn't the fact at all. This is a democracy and we have a right to speak. The chair has a right to stop us prior to opening the comments but once those comments are opened for public discussion, we have the right to voice our opinions.

Las Maravillas resident Don Brumbaugh had some suggestions for the commission on solid waste pickup. He suggested the commission look at the way Lincoln and Otero counties have set-up their solid waste pickup and use that as something they might want to follow.

a) John Edwards – Vacation of Roads Request, San Clemente

Mr. Edwards, acting as agent for his parents William O. and Mary Lou Edwards, was requesting approval of vacation of road easements in order to prevent illegal dumping and ATV trespassers by fencing off the property. The property is located within the Nicolas Duran de Chavez Land Grant which consists of 966 acres. The current use is for grazing and range land. Mr. & Mrs. Edwards have owned this property since 1986.

Commissioner Kirkham asked if by vacating these roads are people or future developers are going to be landlocked in the future. Mr. Edwards said no.

Commissioner Medina asked County Manager Eric Zamora if any of these roads were county roads. Mr. Zamora said those roads are identified as public roads however they are not on the county's maintenance inventory. Mr. Edwards said the road that will remain is the utility easement road. We just want to take out all the internal roadways and his

parents also own land on three sides of this property. They have owned this property since 1986.

Commissioner Gentry said in looking at the plat it shows a road going through the property on the west side and Mr. Edwards said that was the utility easement that would remain. Mr. Edwards stressed that signatures required on the plat were signed off with the exception of the county. Commissioner Gentry asked if there were any passageways through this property that are being used by ranchers for ingress or egress to their ranches. Mr. Edwards said no it doesn't cut anybody off.

Chairman Rael said since this is a non-action item and just for information the procedure to vacate is to appoint a three member freeholders board that will go out and look at it and notify the landowners around it and then Mr. Edwards comes back to the commission for formal action.

b) School of Dreams Presentation

Removed.

6) NON-ACTION ITEMS;

a) Reports from Directors – Directors

IT Director Lawrence Esquibel gave a short review of the tasks completed by the IT Department and those that are in the process of being addressed. They support 10 servers, 195 computers and users in a minimum of 10 separate buildings, in Los Lunas, Belen and the County. The IT Department consists of himself and two IT specialists, Rick Nesbitt and Patricia Hill. Among other things in the near future, he would like to enter into an MOU with the Village of Los Lunas to allow them to piggyback on their expansive fiber infrastructure and establish a giga bit connection to the District Court House allowing an offsite data back-up storage solution to address our disaster recovery strategy. Cell vendors have been reduced to two vendors. He is working with the Treasurers department to establish the ability for taxpayers to pay their taxes on line.

The Commissioners thanked Mr. Esquibel and his staff for all their hard work, as Valencia County's IT system has successfully come together since Mr. Esquibel and his staff took over.

b) Reports from Boards, Commissions & Committees - County Commission

Chairman Rael wanted to know what the projected shortfall was going to be for the next budget cycle. If projection has not changed but getting worse we need to start taking action sooner rather than later so that we can avoid financial disaster.

Commissioner Gentry asked Mr. Zamora when doing the analysis to keep a close look at what the legislators were doing this week because when you cut six hundred million of the state's budget we're going to be impacted. Mr. Zamora stated the potential may not be a direct impact to the county but the residual or the collateral impact such as the state legislature considering a \$3,000,000.00 cut in revenues that could trickle down to the county's Emergency 911. If they don't receive the funding they expect, they may be coming back to the county for additional funds if they get cut. Mr. Zamora said he would follow-up and keep the commission updated.

7) ACTION ITEMS;

Board of County Commissioners convenes as Indigent Claims Board

Commissioner Medina moved to convene as the Indigent Claims Board. Seconded by Commissioner Holliday. Motion carried unanimously.

a) Indigent Reports/Appeals- Barbara Baker

Ms. Baker presented the Indigent Claims from September 4, 2009 to October 1, 2009. The total amount of claims submitted is \$521,319.35. Ms. Baker requested approval of \$52,859.27 and to deny \$468,460.08.

Commissioner Kirkham moved for approval. Commissioner Gentry asked Ms. Baker how much money was in the indigent account and if she had heard of the legislative process going in and picking up those indigent funds Ms. Baker stated there is about \$1.6 million in the account and no, she has not heard anything. Commissioner Gentry asked Ms. Baker if she would make that inquiry and see if there is anything in that process which is going to pickup or attach our Indigent fund, since it's just been sitting there. All counties don't have this fund and Commissioner Gentry wants to be alerted that it doesn't get siphoned accidentally. Ms. Baker said there are only two counties that don't have this fund and the state has been trying to get our money for about 6-7 years. Commissioner Gentry asked

Ms. Baker when she was looking at the overall balance of it, if she could look at ways that we could legally disburse these funds and get more service out to the people being that we're looking at some cut backs, would you mind doing some investigating to see what avenues this fund, as it grows bigger and bigger, could be utilized throughout other areas of the county government to maybe subsidize some of the loss the county is going to have in the general field. Seconded by Commissioner Holliday. Motion carried unanimously. (See Exhibit A)

Appeals-
None

Board Re-Convenes as Board of County Commissioners

Commissioner Kirkham moved to re-convene as the Board of County Commissioners. Seconded by Commissioner Holliday. Motion carried unanimously.

b) Ordinance 2009-03, Prohibiting Rave Parties in Valencia County – County Commission.

Commissioner Kirkham moved for approval and stated this was as good as it was going to get and if it doesn't seem to be working the ordinance can be amended. Seconded by Commissioner Gentry. Motion carried unanimously.

Chairman Rael asked County Attorney Adren Nance if this takes effect immediately. Mr. Nance said this takes effect in thirty days.

Sally Perea County Clerk announced Ordinance 2009-03. (See Exhibit B)

c) Consideration of Vendor Agreement; Non-Metro Area on Aging – Kenneth Griego.

Commissioner Holliday moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. (See Exhibit C)

d) Resolution 2009-48, Naming Polling Locations for Each Precinct in Valencia County - Sally Perea.

Commissioner Medina moved for approval. Seconded by commissioner Holliday. Motion carried unanimously.

Theresa Sanchez Chief Deputy announced resolution 2009-48. (See Exhibit D)

E) Resolution 2009-49, Naming Absentee and Absentee In-Person Locations – Sally Perea.

Commissioner Holliday moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously.

Sally Perea County Clerk announced Resolution 2009-49. (See Exhibit E)

f) Consideration of New Mexico Aging and Long-Term Services Agreement for Emergency Code Improvements/Equipment for Belen Senior Center – Kenneth Griego.

Commissioner Medina moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (See Exhibit F)

g) FINANCIAL MATTERS;

1) Resolution 2009-50, Increase Expenditures Emergency Code Improvements/Equipment Belen Senior Center & Special Election – Wilma Abril

Commissioner Gentry moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously. (See Exhibit G)

2) Resolution 2009-51, Increase Expenditures – Wilma Abril

Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Motion carried unanimously. (See Exhibit H)

3) Consideration of Approval Payroll/Warrants – Wilma Abril

Commissioner Medina moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (See Exhibit I)

8) EXECUTIVE SESSION - Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a. limited personnel matters; b.

pending or threatened litigation, and c. other specific limited topics that are allowed or authorized under the stated statute.

None

9) ACTION ITEMS(S) ON EXECUTIVE SESSION DISCUSSION:

None

10) COUNTY MANAGER'S REPORT (informational only)

County Manager Eric Zamora stated County Fire Chief Charles Eaton, Assistant County Manager Ken Griego and himself met with a representative of the Public Regulations Commission in regards to pursuing the transport certificate for the EMS (Emergency Medical Services) Staff. The applications close this week for the EMS (Emergency Medical Services) positions and they were met very enthusiastically by the Public Regulation Commission in pursuing the transport certificate. This is big news for the county and it's another major step that this commission has taken in promoting the county public safety program. We have received the application and are reviewing it at this time.

Staff is working with Mr. Griego to develop a backup plan for the impending encounter with the H1N1 virus. Anticipating the number of staff that could potentially contract the virus and this being the tax season for the treasurers and assessor's office it could create a service issue for the county. We're working on a backup plan, such as cross training individuals from other departments, trying to make sure there is coverage to support the upcoming tax season as well as general county functions.

The last report was on the upcoming mail out ballot for the Gross Receipts Tax. Staff wants to develop a series of public information releases such as press releases and mail out information in support of the gross receipts tax which is very important to all departments. If we lose that source of funding or are not able to use it in the upcoming years there is a potential for impacts to other departments based on contributions from the general fund that could be significant. Detention Director Derek Williams is developing a press release and information for distribution asked for input from the commissioners.

Chairman Rael asked County Clerk Sally Perea when the ballots would be sent out to the registered voters and would they be mailed out at different times to certain areas or all at once? Mrs. Perea said they will all be mailed out on November 2nd.

Commissioner Gentry stated the commission and Mr. Williams should be very cautious when putting out any press releases that indicate our position. Any type of literature needs to be factual and unbiased, neutral and informative. He doesn't feel that a press release can be published in the name of the commission by Mr. Williams, the warden and then the commission has to answer for it. Anything that is published has to come before the commission for discussion before it's sent out to the public. Also this can become very expensive.

Chairman Rael stated he feels that the tax ought to go forward and the commission as a whole supports it; that position should be clear. He agrees it should be factual information about the reasons why the commission voted the way that it did. The taxpayers need to know that the commission supports it and voted in favor of it. The overall commissions' position is best stated as the "commission overall supports this" is what he would request.

Commissioner Kirkham said she feels that factual information will sell itself, once people know why the county needs this.

Commissioner Holliday said all commissioners have to be onboard with this because if three say yes and two say no we might be sending the wrong signal. He agrees that this has to be done right because if the taxpayers vote it down it will be fifty thousand dollars down the drain. We need to take the right measures and steps to push this along.

Commissioner Medina wanted to make it clear that he hadn't voted no to increasing funding for the detention center, he had looked at it and wanted it put out to the voters but it doesn't mean that he's not for it. We need to get it done, he said.

11) The next Regular Business Meeting of the Valencia County Board of County Commission will be held on November 4, 2009 at 5:00 PM in the County Commission Room at the Valencia County Courthouse.

The next Public Hearing Meeting of the Valencia County Board of County Commission due to the Veteran's Day Holiday is cancelled until December 9, 2009.

12) Adjournment

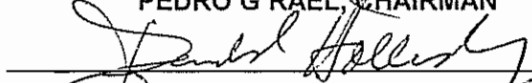
Commissioner Kirkham moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously. Time 6:23 P.M.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the, October 21, Regular Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes

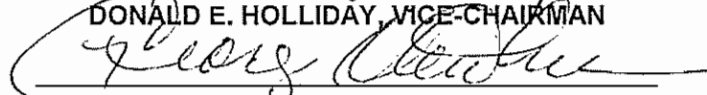
VALENCIA COUNTY BOARD OF COMMISSIONERS




PEDRO G RAEI, CHAIRMAN




DONALD E. HOLLIDAY, VICE-CHAIRMAN



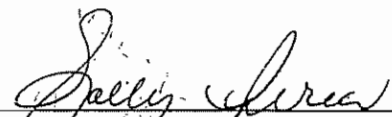
GEORGIA OTERO-KIRKHAM, MEMBER



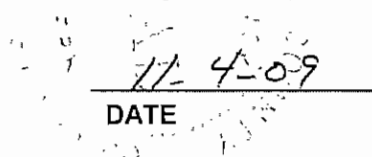
RON GENTRY, MEMBER



DAVID MEDINA, MEMBER

ATTEST: 

SALLY PEREA, COUNTY CLERK


11-4-09

DATE



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031
Phone: (505) 866-2020 • Fax: (505) 866-3366

October 21, 2009

Dear Commissioners,

I would like to present the Indigent Claims from September 4, 2009 to October 1, 2009. The total amount of claims submitted is \$521,319.35. I ask the Commission to approve \$52,859.27 and to deny \$468,460.08. There were 68 claims submitted, the breakdown is as follows:

- 33 - 48.50% - UNM Health Sciences Center
- 23 - 33.80% - Living Cross Ambulance
- 8 - 11.75% - Presbyterian Hospital
- 2 - 2.95% - Lovelace Medical Center
- 1 - 1.50% - Albuquerque Ambulance
- 1 - 1.50% - Pueblo of Isleta EMS

The payment for approved claims is as follows:

- \$ 33,059.08 - UNM Health Sciences Center
- 4,096.00 - Living Cross Ambulance
- 11,904.19 - Presbyterian Hospital
- 3,000.00 - Lovelace Medical Center
- 400.00 - Albuquerque Ambulance
- 400.00 - Pueblo of Isleta

There are 24 applicant denials which are:

- 9249, 9250, 9257, 9260, 9273, 9274, 9277 and 9282 - Missed Appointment
- 9263, 9268, 9269 and 9270 - No Response
- 9248, 9252, 9278, 9279, 9288 and 9292 - Income
- 9251 and 9266 - Appointment not Scheduled
- 9261 and 9284 - Residency
- 9285 - Additional Information
- 9293 - Insurance Balance

The unpaid balance of the medical bills for the approved claims is \$391,054.10 and the unpaid balance of the ambulance bills for approved claims is \$7,991.14.

Thank you for your consideration.

Sincerely,

EXHIBIT A

Barbara A. Baker

BOOK 068

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VALENCIA COUNTY INDIGENT FUND CLAIMS LOG

October 21, 2009

Birth		Date(s) of		Diagnosis	Billed	Paid	Reason for	
D NO.	Date	Sex	Provider Name				Denial	Denial
1247	03/27/72	M	Presbyterian Hospital	08/14-08/20/09	Pancreatitis	25,253.75	3,000.00	
1248	02/10/81	M	Living Cross Ambulance	08/23/09	Assault	103.38	0.00	Income
1249	08/23/74	M	Living Cross Ambulance	07/24/09	Struck by Bull	110.94	0.00	Missed Appointment
1250	06/13/88	M	Living Cross Ambulance	07/12/09	Anxiety Attack	1,306.91	0.00	Missed Appointment
1251	01/13/35	M	Presbyterian Hospital	06/30-07/01/09	Respiratory	10,923.09	0.00	Appointment Not Scheduled
1252	09/13/57	M	UNM Health Sciences Center	07/28/09	Abdominal Pain	9,735.20	0.00	Income
1253	12/19/69	M	UNM Health Sciences Center	08/02-08/03/09	Gall Bladder Surgery	18,347.25	0.00	*
1254	06/19/70	F	Living Cross Ambulance	08/22/09	Pedestrian Hit & Run	1,341.51	400.00	
1255	09/30/53	F	UNM Health Sciences Center	08/22-08/23/09	*	19,287.70	3,000.00	
1256	04/16/90	F	Living Cross Ambulance	08/13/09	Stroke	1,044.30	400.00	
1257	04/22/81	F	UNM Health Sciences Center	08/13-08/19/09	*	20,286.70	3,000.00	
1258	08/09/88	F	Isleta Pueblo EMS	08/21/09	*	103.38	96.00	
1259	11/07/84	M	UNM Health Sciences Center	08/26/09	Abdominal & Back Pain	1,423.89	400.00	
1260	03/28/74	F	Living Cross Ambulance	08/26/09	*	350.00	269.50	
1261	11/11/65	M	UNM Health Sciences Center	08/23/09	Alcohol Abuse	1,272.86	400.00	
1262	12/30/60	F	Albuquerque Ambulance	08/23/09	*	3,125.51	2,406.64	
1263	02/05/87	M	Living Cross Ambulance	05/14/09	Cellulites	3,507.00	0.00	Missed Appointment
1264	01/21/77	M	UNM Health Sciences Center	06/27/09	Motor Vehicle Accident	504.40	400.00	
1265	07/04/87	F	UNM Health Sciences Center	08/18/09	Jaw Surgery	3,298.20	2,539.61	
1266	09/04/67	F	Living Cross Ambulance	06/27/09	Motor Vehicle Accident	4,295.90	3,000.00	
1267	03/28/74	F	Living Cross Ambulance	06/17/09	*	679.00	400.00	
1268	11/11/65	M	UNM Health Sciences Center	06/23/09	Behavioral	103.02	0.00	Missed Appointment
1269	07/23/09	M	UNM Health Sciences Center	07/23/09	Stomach Pain	77.00	0.00	Residency
1270	07/24/09	M	UNM Health Sciences Center	07/24/09	*	374.00	0.00	*
1271	07/30/09	M	UNM Health Sciences Center	07/30/09	*	546.00	0.00	*
1272	12/30/60	F	UNM Health Sciences Center	07/09/09	Mild Stroke	4,607.00	2,000.00	
1273	02/05/87	M	Living Cross Ambulance	07/16/09	*	1,610.00	1,000.00	
1274	01/21/77	M	UNM Health Sciences Center	07/19/09	Behavioral	1,174.34	0.00	No Response
1275	07/04/87	F	UNM Health Sciences Center	07/01-08/05/09	Colon Surgery	269,292.94	3,000.00	
1276	09/04/67	F	Living Cross Ambulance	06/17-06/21/09	Kidney Stone	9,938.86	3,000.00	
1277	07/22/09	F	Living Cross Ambulance	07/22/09	Behavioral	1,061.63	0.00	Appointment Not Scheduled

1267	01/28/56	F	Living Cross Ambulance	08/27/09	Chest Pain	1,217.94	400.00
			UNM Health Sciences Center	08/27/09	*	824.00	634.48
1268	01/19/52	M	UNM Health Sciences Center	07/21/09	Unknown	1,134.00	0.00 No Response
1269	05/18/90	M	UNM Health Sciences Center	07/01/09	Chest Pain	834.00	0.00 No Response
1270	12/20/87	M	UNM Health Sciences Center	07/23/09	Finger Laceration	359.25	0.00 No Response
1271	08/15/42	F	Living Cross Ambulance	07/08/09	Behavioral	677.29	400.00
1272	09/13/44	M	Presbyterian Hospital	05/21-06/07/09	Abdominal Aneurysm	3,771.68	2,904.19
1273	12/22/88	M	Living Cross Ambulance	08/21/09	Behavioral	1,030.57	0.00 Missed Appointment
1274	04/27/90	M	UNM Health Sciences Center	07/21/09	Unknown	109.75	0.00 Missed Appointment
			UNM Health Sciences Center	08/02/09	*	5,030.40	0.00 *
1275	01/07/59	F	UNM Health Sciences Center	08/27/09	Arm Pain	77.00	59.29
			UNM Health Sciences Center	08/28/09	*	77.00	59.29
1276	01/11/88	M	Living Cross Ambulance	06/12/09	Alcohol Abuse	1,323.09	400.00
			Presbyterian Hospital	06/12/09	*	3,904.43	3,000.00
1277	09/04/60	M	Living Cross Ambulance	08/04/09	Alcohol Abuse	1,044.30	0.00 Missed Appointment
			UNM Health Sciences Center	08/04-08/05/09	*	679.00	0.00 *
1278	07/24/60	F	Lovelace Medical Center	06/05/09	Leg & Groin Pain	510.40	0.00 Income
1279	12/26/69	F	UNM Health Sciences Center	07/21-07/22/09	Ovarian Cyst	3,462.00	0.00 Income
1280	05/05/76	M	Lovelace Medical Center	09/14/09	Cyst on Bladder	6,054.00	3,000.00
1281	09/18/87	M	Living Cross Ambulance	07/18/09	Behavioral	840.68	400.00
1282	03/19/57	M	Living Cross Ambulance	06/20/09	Abdominal Pain	1,158.93	0.00 Missed Appointment
1283	10/08/63	F	Living Cross Ambulance	05/10/09	Hepatitis C	1,282.05	400.00
1284	08/22/68	F	UNM Health Sciences Center	07/14/09	Kidney Cyst	1,440.85	0.00 Residency
1285	10/12/60	F	Living Cross Ambulance	08/27/09	Hypertension	893.27	0.00 Additional Information
			Living Cross Ambulance	08/28/09	*	907.00	0.00 *
			Presbyterian Hospital	08/28/09	*	755.00	0.00 *
1286	07/13/69	M	UNM Health Sciences Center	07/14-07/21/09	Pneumonia	27,253.25	3,000.00
1287	04/20/63	M	UNM Health Sciences Center	06/28/09	Kidney Stone	3,199.00	2,463.23
1288	12/09/70	F	UNM Health Sciences Center	08/06/09	Cyst on Wrist	77.00	0.00 Income
1289	12/06/55	F	UNM Health Sciences Center	07/31/09	Medication Reaction	479.00	368.83
1290	01/02/90	F	Living Cross Ambulance	09/14/09	Knee Injury	1,176.75	400.00
			UNM Health Sciences Center	09/14/09	*	1,291.00	994.07
1291	12/09/89	F	Presbyterian Hospital	09/14/09	Gall Bladder Surgery	27,800.00	3,000.00
1292	11/17/55	M	Living Cross Ambulance	08/23/09	Heart Attack	1,410.16	0.00 Income
1293	08/05/66	F	Presbyterian Hospital	06/20-06/26/09	Kidney & Gall Stones	400.00	0.00 Insurance Balance
			Presbyterian Hospital	07/10-07/12/09	Gall Bladder Surgery	809.20	0.00 *
1294	04/11/63	F	UNM Health Sciences Center	03/28/09	JAIL - Overdose	2,940.45	2,264.14
TOTAL						521,319.35	52,859.27

VALENCIA COUNTY COMMISSION MEETING

Pedro G. Rael, Chair

Donald E. Holliday, Co-Chair

Georgia Otero-Kirkham

David R. Medina

Ron Gentry

P.O. Box 1119 * * * Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Presbyterian Hospital	020651606-9226	9247	25,253.75	22,253.75	3,000.00
Living Cross Ambulance	22523	9248	103.38	103.38	0.00
Living Cross Ambulance	20779	9249	110.94	110.94	0.00
Living Cross Ambulance	20162	9250	1,306.91	1,306.91	0.00
Presbyterian Hospital	020642757-9180	9251	10,923.09	10,923.09	0.00
UNM Health Sciences Center	183720333	9252	9,735.20	9,735.20	0.00
UNM Health Sciences Center	183849678	9252	18,347.25	18,347.25	0.00
Living Cross Ambulance	22434	9253	1,341.51	941.51	400.00
UNM Health Sciences Center	184388833	9253	19,287.70	16,287.70	3,000.00
Living Cross Ambulance	21979	9254	1,044.30	644.30	400.00
UNM Health Sciences Center	184120343	9254	20,286.70	17,286.70	3,000.00
Living Cross Ambulance	22406	9254	103.38	7.38	96.00
Living Cross Ambulance	22629	9255	1,423.89	1,023.89	400.00
UNM Health Sciences Center	184468643	9255	350.00	80.50	269.50
Living Cross Ambulance	22436	9256	1,272.86	872.86	400.00
UNM Health Sciences Center	184394676	9256	3,125.51	718.87	2,406.64
UNM Health Sciences Center	181952367	9257	3,507.00	3,507.00	0.00
Pueblo of Isleta EMS	2334	9258	504.40	104.40	400.00
TOTALS			118,027.77	104,255.63	13,772.14

VALENCIA COUNTY COMMISSION MEETING

Pedro G. Rael, Chair Donald E. Holliday, Co-Chair
 Georgia Otero-Kirkham David R. Medina Ron Gentry

P.O. Box 1119 *** Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	184221075	9258	3,298.20	758.59	2,539.61
UNM Health Sciences Center	183007541	9259	4,295.90	1,295.90	3,000.00
Albuquerque Ambulance	001147083-9180	9259	679.00	279.00	400.00
Living Cross Ambulance	19558	9260	103.02	103.02	0.00
UNM Health Sciences Center	183643488	9261	77.00	77.00	0.00
UNM Health Sciences Center	183673415	9261	374.00	374.00	0.00
UNM Health Sciences Center	183805415	9261	546.00	546.00	0.00
UNM Health Sciences Center	183282250	9262	4,607.00	2,607.00	2,000.00
UNM Health Sciences Center	183470905	9262	1,610.00	610.00	1,000.00
Living Cross Ambulance	20459	9263	1,174.34	1,174.34	0.00
UNM Health Sciences Center	183113497	9264	269,292.94	266,292.94	3,000.00
UNM Health Sciences Center	182770818	9265	9,938.86	6,938.86	3,000.00
Living Cross Ambulance	20721	9266	1,061.63	1,061.63	0.00
Living Cross Ambulance	22664	9267	1,217.94	817.94	400.00
UNM Health Sciences Center	184512457	9267	824.00	189.52	634.48
UNM Health Sciences Center	183560622	9268	1,134.00	1,134.00	0.00
UNM Health Sciences Center	183082544	9269	834.00	834.00	0.00
UNM Health Sciences Center	183636877	9270	359.25	359.25	0.00
TOTALS			301,427.08	285,452.99	15,974.09

VALENCIA COUNTY COMMISSION MEETING

Pedro G. Rael, Chair

Donald E. Holliday, Co-Chair

Georgia Otero-Kirkham

David R. Medina

Ron Gentry

P.O. Box 1119 * * * Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	19988	9271	677.29	277.29	400.00
Presbyterian Hospital	02060694-9132	9272	3,771.68	867.49	2,904.19
Living Cross Ambulance	22477	9273	1,030.57	1,030.57	0.00
UNM Health Sciences Center	183581834	9274	109.75	109.75	0.00
UNM Health Sciences Center	183857184	9274	5,030.40	5,030.40	0.00
UNM Health Sciences Center	184537611	9275	77.00	17.71	59.29
UNM Health Sciences Center	184559821	9275	77.00	17.71	59.29
Living Cross Ambulance	18689	9276	1,323.09	923.09	400.00
Presbyterian Hospital	001005612-9163	9276	3,904.43	904.43	3,000.00
Living Cross Ambulance	21419	9277	1,044.30	1,044.30	0.00
UNM Health Sciences Center	183934587	9277	679.00	679.00	0.00
Lovelace Medical Center	5578156	9278	510.40	510.40	0.00
UNM Health Sciences Center	183565837	9279	3,462.00	3,462.00	0.00
Lovelace Medical Center	P09257-00488	9280	6,054.00	3,054.00	3,000.00
Living Cross Ambulance	21081	9281	840.68	440.68	400.00
Living Cross Ambulance	19147	9282	1,158.93	1,158.93	0.00
Living Cross Ambulance	17141	9283	1,282.05	882.05	400.00
UNM Health Sciences Center	183401025	9284	1,440.85	1,440.85	0.00
TOTALS			32,473.42	21,850.65	10,622.77

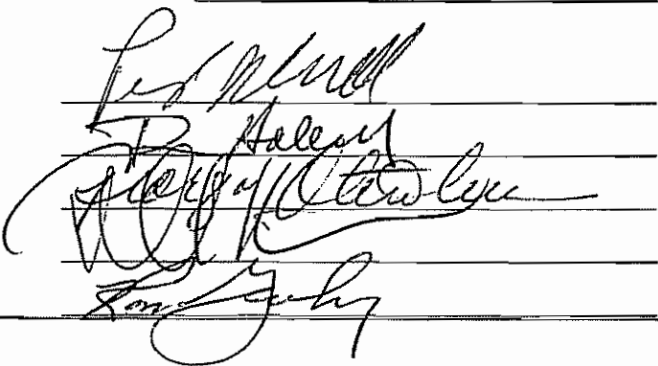
VALENCIA COUNTY COMMISSION MEETING

Pedro G. Rael, Chair Donald E. Holliday, Co-Chair
Georgia Otero-Kirkham David R. Medina Ron Gentry

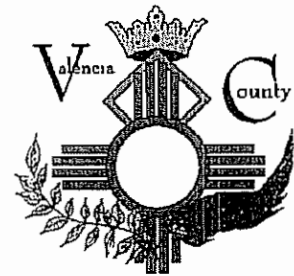
P.O. Box 1119 *** Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	22643	9285	893.27	893.27	0.00
Living Cross Ambulance	22816	9285	907.00	907.00	0.00
Presbyterian Hospital	001316148-9240	9285	755.00	755.00	0.00
UNM Health Sciences Center	183379163	9286	27,253.25	24,253.25	3,000.00
UNM Health Sciences Center	183011774	9287	3,199.00	735.77	2,463.23
UNM Health Sciences Center	183968056	9288	77.00	77.00	0.00
UNM Health Sciences Center	183826874	9289	479.00	110.17	368.83
Living Cross Ambulance	23785	9290	1,176.75	776.75	400.00
UNM Health Sciences Center	184960748	9290	1,291.00	296.93	994.07
Presbyterian Hospital	020454813-9251	9291	27,800.00	24,800.00	3,000.00
Living Cross Ambulance	22464	9292	1,410.16	1,410.16	0.00
Presbyterian Hospital	000982935-9171	9293	400.00	400.00	0.00
Presbyterian Hospital	000982935-9184	9293	809.20	809.20	0.00
UNM Health Sciences Center	183011634	9294	2,940.45	676.31	2,264.14
Valencia County Commissioners			69,391.08	56,900.81	12,490.27
			521,319.35	468,460.08	52,859.27

Pedro G. Rael, Chair
Donald E. Holliday, Co-Chair
Georgia Otero-Kirkham
David R. Medina
Ron Gentry



VALENCIA COUNTY, NEW MEXICO
POST OFFICE BOX 1119
444 LUNA AVENUE
LOS LUNAS, NEW MEXICO 87031



VALENCIA COUNTY
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VALENCIA COUNTY ORDINANCE

ORDINANCE 2009-03

An Ordinance Prohibiting Rave Parties in Valencia County

Adopted by the Board of County Commissioners

On October 21, 2009

Effective on November 21, 2009

EXHIBIT B

ORDINANCE NO. 2009- 03

AN ORDINANCE PROHIBITING RAVE PARTIES IN VALENCIA COUNTY

PREAMBLE

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order"; and,

WHEREAS, Section 4-37-1 et seq. NMSA 1978 provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

WHEREAS, given the recent explosion of boisterous, unreasonably loud, and drug-saturated parties in the County, the Board of County Commissioners of the County of Valencia has determined that the health, safety and general welfare of the residents of Valencia County would best be served by the adoption of an Ordinance prohibiting Rave Parties in Valencia County.

NOW THEREFORE, BE IT ORDAINED that the Board of County Commissioners of the County of Valencia adopts the Ordinance prohibiting Rave Parties in Valencia County, as follows:

ARTICLE I. FINDINGS AND INTENT.

The Board of County Commissioners of Valencia County finds that violent, abusive, indecent, profane, boisterous, and unreasonably loud parties pose a significant risk to the health and safety of inhabitants of Valencia County. The Board of County Commissioners of Valencia County further finds that participants in these parties evince a clear and wanton disregard for the health and safety of the inhabitants of Valencia County, and that enforcement of this Ordinance by local law enforcement will help provide additional safety for Valencia County inhabitants. The Board of County Commissioners of Valencia County further finds that this Ordinance is designed to protect occupants of Valencia County, and to be the most narrowly tailored means of furthering compelling governmental interests.

ARTICLE II. DEFINITIONS.

For the purposes of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COUNTY. The geographical limits of the County of Valencia.

UNREASONABLY LOUD. In areas zoned residential and commercial, and between the hours of 7 AM and 10 PM, the maximum permissible level of intrusive noise from non-vehicular sources is 80 dB(A), or 10 dB(A) above the ambient noise level, whichever is higher, measured at the property line. Between the hours of 10 PM and 7 AM, the maximum permissible level of intrusive noise from non-vehicular sources is 70 dB(A), or 10 dB(A) above the ambient noise level, whichever is higher, measured at the property line.

RAVE PARTY. One or more persons engaging in conduct that is violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct which tends to disturb the peace.

ARTICLE III. GENERAL PROVISION AND OFFENSE.

Section 3.1. It is unlawful for any individual to engage in conduct that is violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct which tends to disturb the peace.

Section 3.2. It is unlawful to maintain any premises in such a manner that permits any illegal activity to occur on the property which is detrimental to the life, health, safety, and welfare of the residents, neighbors or the public.

Section 3.3. It is unlawful knowingly entering or remaining upon posted private property without possessing written permission from the owner or person in control of the land. The provisions of this subsection do not apply if:

(1) the owner or person in control of the land has entered into an agreement with the department of game and fish granting access to the land to the general public for the purpose of taking any game animals, birds or fish by hunting or fishing; or

(2) a person is in possession of a landowner license given to him by the owner or person in control of the land that grants access to that particular private land for the purpose of taking any game animals, birds or fish by hunting or fishing.

Section 3.4. It is unlawful for three or more persons to assemble together with intent to do any unlawful act with force or violence against the person or property of another, and who shall make any overt act to carry out such unlawful purpose.

ARTICLE IV. ENFORCEMENT.

Section 4.1. Enforcing Entity. The Valencia County Sheriff's Department (hereafter, "Sheriff's Department") or any duly authorized and commissioned law enforcement officer shall enforce the provisions of this Ordinance.

Section 4.2. Reporting Alleged Violations. Any person may report an alleged violation of this Ordinance to the Sheriff's Department. Upon receipt of such report, the Sheriff's shall ascertain the location, date, time and specific nature of the alleged violation.

ARTICLE V. IMMUNITY.

Nothing in this Ordinance creates a cause of action against the Board of County Commissioners of the County of Valencia not already authorized under existing law. Without limitation, the Board of County Commissioners of the County of Valencia is not liable to any person harmed who claims that enforcement of this Ordinance may have prevented the harm.

ARTICLE VI. PENALTY.

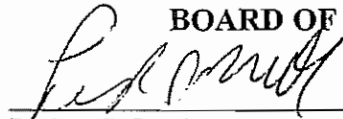
Any person who violates any provision of this Ordinance shall, upon conviction, be subject to a fine not exceeding \$300 or by imprisonment not exceeding 90 days or both. The Board of County Commissioners of the County of Valencia is also entitled to injunctive relief to enforce this Ordinance's provisions.

ARTICLE VII. SAVINGS CLAUSE.

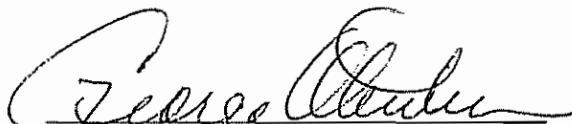
If any article, section paragraph, clause, word or phrase of this Ordinance is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

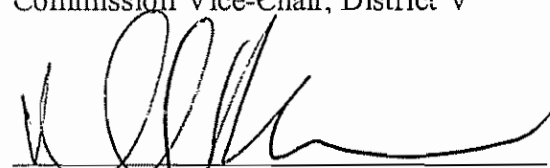
PASSED, APPROVED AND ADOPTED on this 21st day of October, 2009.


BOARD OF COMMISSIONERS OF VALENCIA COUNTY


Pedro G. Rael
Commission Chair, District I


Donald E. Holliday
Commission Vice-Chair, District V


Georgia Otero-Kirkham
Commissioner, District II


David R. Medina
Commissioner, District III


Ron Gentry
Commissioner, District IV

APPROVED AS TO FORM:

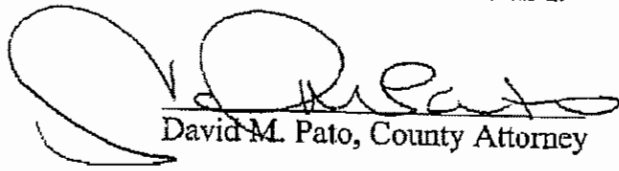
David M. Pato, County Attorney

ATTEST BY:

Sally Perea
Sally Perea, County Clerk

Commissioner, District IV

APPROVED AS TO FORM:


David M. Pato, County Attorney

ATTEST BY:

Sally Perea, County Clerk

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING

**American Recovery and Reinvestment Act (ARRA)
Nutrition Contract**

This agreement is made and entered into this 1st day of July, 2009 by and between the North Central New Mexico Economic Development District, hereinafter referred to as "Agency," and Valencia County, hereinafter referred to as the "Contractor."

This Agreement is made in view of the following facts which the parties acknowledge to be true:

- A. This Agreement is made pursuant to and in accordance with the Older Americans Act of 1965 (OAA), as amended, and the New Mexico General Appropriate Act (NMGAA), as provided by the State of New Mexico, Aging & Long Term Services Department.
- B. The Agency is a party to Contract No. 10-624-4000-0087 with the State of New Mexico, Aging & Long Term Services Department, wherein the Agency has agreed to administer and monitor the provision of services in accordance with the Area Plan incorporated therein.
- C. The Contractor is a political subdivision of the State of New Mexico, duly organized and existing, and the person(s) executing this Agreement on behalf of the Contractor has full and requisite authority to bind the Contractor as herein provided.

OR

- D. The Contractor is a not for profit corporation, duly organized and existing pursuant to the laws of the State of New Mexico, duly recognized by the Internal Revenue Service as being exempt from taxation pursuant to §501(c)(3) of the Internal Revenue Code, and the person(s) executing this Agreement on behalf of the Contractor has full and requisite authority to bind the Contractor as herein provided.
- E. The Agency and the Contractor wish to enter into this Agreement and be bound by the terms and provision herein provided.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Agency and the Contractor agree as follows:

EXHIBIT C

1. SCOPE OF WORK.

The Contractor agrees to administer and monitor the following services described below:

A. Services: Congregate and home delivered meals services for the elderly as allowed by Title III-C1 and C2 of the OAA

Congregate Meals – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

Home Delivered Meals – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient sustain independent living in a safe and healthful environment 5 or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

B. Data, program narrative and accomplishments, fiscal reports and reimbursement requests as specified by the Agency that include but are not limited to, timely quarterly reports.

2. TERM OF AGREEMENT

The term of this Agreement (the "Term") shall commence on July 1, 2009 (the "Effective Date") and terminate on June 30, 2010, unless sooner terminated as herein provided.

3. **PAYMENT FOR SERVICES.**

A. For the services to be provided hereunder, the Agency shall pay the Contractor during the Term an aggregate amount not to exceed **\$15,821** said aggregate amount to be derived from the following sources:

1. **\$10,602** from Title III-C1 of the OAA;
2. **\$5,219** from Title III-C2 of the OAA;

B. For the services to be provided hereunder, the Contractor shall be paid by the Agency in accordance with the following:

1. A Service Plan, submitted by the Contractor, outlining specific services to be provided, has been approved by the Agency. A specific budget for ARRA funds, submitted by the Contractor, has been approved by the Agency. The attached Notification of Grant Award (NGA) representing the ARRA funds budget is incorporated herein.
2. The Contractor shall submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the 2nd day of each month following the last day of the month in which services were provided. If the 2nd day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the proceeding business day.
3. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
4. By the 7th working day, submit official monthly revenue and expenditure reports with current year to date information. Submit Quarterly Trial Balance and or Profit and Loss statements.
5. Expenditures must be consistent with all applicable federal and state laws and regulations.
6. Payments to the Contractor will be made subsequent to receipt of federal funds by the Agency. Any expenditure made prior to receipt of federal funds or pending the Department approval shall be made at the Contractor's own risk, and the Agency shall not be liable for such expenditures.
7. In no event shall the Contractor make any assessment or charge against the Agency for unapproved fees, interest, penalties, or late charges. All payments by the Agency hereunder are expressly contingent upon the Contractor's full and complete compliance with all terms, provisions, and conditions of this Agreement.

8. The Agency reserves the right to withhold and/or deny payment of all or any portion of an amount determined by the Agency to be excessive, unwarranted, unauthorized, unsubstantiated, or not in compliance with the terms of this Agreement. The Contractor agrees to hold the Agency harmless from and against any audit exceptions arising from the Contractor's violation of the terms of this Agreement and shall promptly make restitution to the Agency of such amounts determined by the Agency to have been paid to the Contractor in error.
9. The total payments for services rendered by the Contractor under the terms and conditions of this Agreement shall not exceed those listed in the NGA.

4. **ASSURANCES:**

- A. *Americans with Disabilities Act of 1990 –*
The Contractor shall comply with the requirements established under the Americans with Disabilities Act in meeting statutory deadline under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.
- B. *Section 504 of the Rehabilitation Act of 1973 –*
The Contractor shall provide that each program activity, when viewed in its entirety is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, et. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Contractor shall ensure that benefits and services available under the agreement are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –*
The Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, et. Seq.).
- D. *Drug Free Workplace*
The Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
45CFR 92.35 Sub awards to debarred and suspended parties; this document is required annually as long as this agreement is in effect.

F. *Independent Audit*

The Contractor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2009 through June 30, 2010. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

1. The Contractor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD, Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental type Contractors expending less than \$500,000 in combined federal awards shall be continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental Contractors expending between \$25,000 in federal and state funds combined less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title

IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

4. For those Contractors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Non-Metro AAA such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The Contractor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.
7. Audit reports shall be in compliance with all provisions of ARRA, if applicable.

G. *Equal Opportunity Compliance.*

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

H. *Compliance with Aging and Long-Term Services Department Functions.*

The Contractor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging; the rules, regulations, policies and procedures established by the Department of Aging and Long-Term

Services Department for the provision of services and administration of programs funded under the OAA and the New Mexico State Legislature; the approved Area Plan; and the terms and conditions of this Agreement.

I. *Non-Discrimination Service Delivery.*

The Contractor will not, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap:

- a. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
- b. Provide any services or other benefits to an individual which is different than those funded under this Agreement;
- c. Subject any individual to segregation or separate treatment in any manner related to his/her receipt of any services or other benefits provided under the funding for this program;
- d. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
- e. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must be in order to receive any aid, care, services, or other benefits provided under the funding for this program;
- f. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so which is different from that afforded others under the program;
- g. The Contractor, in determining (1) the services or other benefits provided under this Agreement, (2) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

5. CANCELLATION/TERMINATION.

This Agreement may be terminated by the Agency without cause upon written notice delivered to the Contractor at least thirty (30) days prior to the intended date of

termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph VI, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Contractor's default or breach of this Agreement. This Agreement also may be terminated by the Contractor upon thirty (30) days written notice to the Agency.

6. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by Congress or the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. STATUS OF CONTRACTOR.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

8. ASSIGNMENT.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

9. SUBCONTRACTING.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

10. RELEASE.

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Agency unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. CONFIDENTIALITY.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations. Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

12. PRODUCT OF SERVICE – COPYRIGHT.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. CONFLICT OF INTEREST.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

14. AMENDMENT.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

15. MERGER.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. PENALTIES.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. APPLICABLE LAW.

The laws of the State of New Mexico shall govern this Agreement.

18. WORKERS COMPENSATION.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. RECORDS AND FINANCIAL AUDIT.

The Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

20. INDEMNIFICATION.

Contractor shall fully indemnify and defend Agency from any and all claims, costs, fees (including reasonable attorney's fees), obligations, fines, and liabilities resulting from conduct of Contractor, its employees, officers, directors, and agents, performed in relation to this Agreement.

21. NOTICES.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:

NCNMEDD
Attn: Nancy Arias
P.O. Box 5115
Santa Fe, NM 87502

CONTRACTOR:

22. INSURANCE.

The Contractor shall secure and maintain during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Contractor shall secure and maintain during the term of this Agreement, at its own expense, worker's compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Contractor's employees. All policies of liability insurance that Contractor is obligated to maintain according to this Agreement, except for any policy of workmen's compensation insurance, shall name Agency as an additional insured. The Contractor shall furnish to the Agency a memorandum or certification of both the comprehensive and general liability insurance, as well as the worker's compensation insurance, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

23. REPORTING REQUIREMENTS.

Contractor agrees to abide by the reporting requirements of the American Recovery and Reinvestment Act (ARRA) as defined by Agency to include, but not limited to, timely monthly reports and as otherwise consistent with this Agreement. Receipt of funds pursuant to ARRA is contingent upon agreement that these reporting requirements will be met. These reporting requirements shall include, but not necessarily be limited to, the following, as applicable:

- a. Contractor shall acquire or update their DUNS number and register with the Central Contractor Registration, if applicable;
- b. Contractor shall report the total amount of funds received;
- c. Contractor shall report the amount of funds received that were expended or obligated to projects or activities, including unobligated balances to facilitate reconciliations;
- d. Contractor shall report a detailed list of all projects or activities for which funds were expended or obligated, including:

1. The name of the project or activity;
2. A description of the project or activity;
3. An evaluation of the completion status of the project or activity; and
4. An estimate of the number of jobs created and the number of jobs retained by the project or activity.

Contractor shall also report on any subcontracts awarded pursuant to this Agreement and in accordance with Paragraph 9 of this Agreement, such reporting to comply with the Federal Funding Accountability and Transparency Act. The data elements required for compliance with the Federal Funding Accountability and Transparency Act are as follows:

- a. The name of the subcontractor receiving a subcontract;
- b. The amount of the subcontract agreement;
- c. Information on the subcontract agreement including the transaction type, funding agency, program source, and an agreement title descriptive of the purpose of each funding action;
- d. The location of the subcontractor receiving the subcontract agreement and the primary location of performance under the subcontract, including the city, state, congressional district, and country;
- e. A unique identifier of the subcontractor and of the Contractor (the DUNS number) should the subcontractor be owned by another entity; and
- f. Any other information specified by the Federal Office of Management and Budget (OMB) or the Federal awarding Agency, if applicable.

The Agency shall work with the Contractor to assist in these reporting obligations. **ARRA funds may be used in conjunction with other funds to perform the Scope of Work under this Agreement, but tracking and reporting must be done separately to meet the reporting requirement of ARRA and the OMB Guidance.**

24. ADDITIONAL AUDIT REQUIREMENTS.

A. If any part of this Agreement is funded pursuant to the ARRA, Contractor agrees to abide by the following:

1. Allow access by any appropriate Federal entity, including an inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 to examine any records of the Contractor and any subcontractor pursuant to this original Agreement that pertain to, and involve transactions relating to, this Agreement or any subcontract pursuant to this Agreement; and
2. To allow any appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 to interview any officer or employee of the Contractor or any subcontractor pursuant to this original Agreement regarding such transactions.
3. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

B. If any part of this Agreement is funded pursuant to the ARRA, Contractor agrees to abide by the following:

1. Allow access by the Comptroller General and his representatives to examine any records of the Contractor and any subcontractor pursuant to this original Agreement that pertain to, and involve transactions relating to, this Agreement or any subcontract pursuant to this Agreement; and
2. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
3. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Any subcontract agreement entered into by the Contractor pursuant to this original Agreement shall contain such language as is necessary to provide for the agreement of the subcontractor to the requirements of Sections 23, 24, 25, and 26 of this Agreement.

25. ADDITIONAL ARRA REQUIREMENTS.

The Contractor understands and hereby acknowledges that any funding provided pursuant to ARRA is one-time funding and subject to the provisions and requirements of ARRA and this Agreement.

26. MANDATORY REPORTING.

Any entity awarded funds made available under ARRA is required to promptly refer to an appropriate inspector general any credible evidence that principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving such ARRA funds.

27. WHISTLEBLOWER PROTECTIONS OF EMPLOYEES UNDER ARRA.

Agency and Contractor agree and acknowledge that an employee of any non-Federal employer receiving funds pursuant to ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency (such as the New Mexico Attorney General's Office), a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency or their representative, information that the employee reasonably believes is evidence of:

1. Gross mismanagement of an agency contract or grant relating to ARRA funds;

2. A gross waste of ARRA funds;
3. A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
4. An abuse of authority related to the implementation or use of ARRA funds; or
5. A violation of law, rule, or regulation related to an agency contract (including the competition or negotiation of a contract) or grant, awarded or issued, relating to ARRA funds.

Any employer, including Contractor, receiving funds pursuant to ARRA shall post notice of the rights and remedies provided under this section.

28. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2009.

Valencia County

Legal Name of Contractor/Contractor


Signature

Pedro G. Raeh, Chair
Printed/Typed Name of Signatory

10-21-09

Date

NCNMEDD – Non Metro AAA

Name of Area Agency on Aging


Signature

Barbara Deaux, Executive Director
Printed/Typed Name of Signatory

September 25, 2009

Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NOTIFICATION OF GRANT AWARD (NGA)
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) - NUTRITION PROGRAM

GRANTEE: Valencia County			APPROVED BUDGET PERIOD		Grant/Action		NGA DATE	
ADDRESS:			FROM: 7/1/2009		New/Cont: <input checked="" type="checkbox"/>		7.1.09	
PHONE:			TO: 6/30/2010		Revision: <input type="checkbox"/>			
					BAR: <input type="checkbox"/>			
					Other: <input type="checkbox"/>			
DESCRIPTION			FEDERAL	STATE	LOCAL	IN-KIND	PROJ. INC.	TOTAL
AAA Administration Title IIIB			0	0	0	0	0	0
Title IIIC1			0	0	0	0	0	0
Title IIIC2			0	0	0	0	0	0
Title IIID			0	0	0	0	0	0
Title IIIE			0	0	0	0	0	0
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIB Access			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In-Home			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community All Other			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIC1 Meal Costs			\$ 10,602	\$ -	\$ 1,590	\$ -	\$ -	\$ 12,192
Subtotal			\$ 10,602	\$ -	\$ 1,590	\$ -	\$ -	\$ 12,192
Title IIIC2 Meal Costs			\$ 5,219	\$ -	\$ 783	\$ -	\$ -	\$ 6,002
SubTotal			\$ 5,219	\$ -	\$ 783	\$ -	\$ -	\$ 6,002
Title IIID Health Promotion			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIE Alzheimer			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Care Giver Support			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEMONSTRATON DEMO GRANT								
ALZHEIMER Respite Care			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ALL STATE OTHER			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB TOTALS								
Title IIIB			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIC1			\$ 10,602	\$ -	\$ 1,590	\$ -	\$ -	\$ 12,192
Title IIIC2			\$ 5,219	\$ -	\$ 783	\$ -	\$ -	\$ 6,002
Title IIID			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIE			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alzheimer Respite Care			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All State Other			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL			\$ 15,821	\$ -	\$ 2,373	\$ -	\$ -	\$ 18,194
COMPUTATION OF GRANT			8.Federal/State Shares will be comprised of:					
1.EstimatedTotal Cost..... \$ 18,194			a.Federal/State					
2.LESS Anticipated Proj. Inc. \$ -			FY 20 ____					
3.Estimated Net Cost..... \$ 18,194			grant unearned					Federal State
			in previous project year(s)					
4.Non-federal and Non-state			b. Carry Over					
Share of Net Cost.....			FY 20 ____					Federal State
5.Proj. Inc. (Used as Match)..... \$ -								
6.Federal Share of Net Cost..... \$ 15,821								
7.State Share of Net Cost.... \$ -			c. New Obligational					
			Authority Herein Awarded					
			FY- Federal State					\$ 15,821
								\$ -

PERMITS, in addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant:

- X 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will establish a ceiling for federal and/or state participation in the approved cost.
- X 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.
- X 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.
- X 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.
- X 5. Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.
- X 6. Other: Percentages indicated on this notification of Grant Award are adjustable at year end based on the amount of program income earned and expended. All program income must be expended within the program period indicated on page 1.
- X 7. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approve units are not being met which must be approved by the NCNMEDD Area Agency on Aging.

THE GRANTEE ORGANIZATION IS RESPONSIBLE FOR RETAINING RECORDS OF ALL FEDERAL AND/OR STATE ACCOUNTS AS FOLLOWS:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency on Aging personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Area Agency.
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the State Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the State Agency.
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
8. Inventory of project equipment will be maintained and submitted as requested.

Project records will be preserved and kept available to federal and state auditors at the following address: _____

NCNMEDD Area Agency on Aging Authorizing

Barbara Deaux, Executive Director

Barbara Deaux 9/25/09

We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.

[Signature]
Signature: _____ Date: 10-21-09

Signature: _____

Date: _____

Signature: _____

Date: _____

**VALENCIA COUNTY BOARD OF COMMISSIONERS
LOS LUNAS, NEW MEXICO**

RESOLUTION NO. 2009- 48

**A RESOLUTION NAMING POLLING LOCATIONS FOR EACH
PRECINCT IN VALENCIA COUNTY AS REQUIRED BY NEW
MEXICO STATE STATUTE.**

WHEREAS, Section 1-3-2, NMSA, 1978, requires that the Board of County Commissioners designate as the polling place or places as the case may be in each precinct the most convenient and suitable public building or public school building in the precinct that can be obtained; and

WHEREAS, the Board of County Commission is now undertaking that statutory duty; and

WHEREAS, the Board of County Commission is acting through the County Clerk's office and it's office of the Bureau of Elections; and

WHEREAS, the Bureau of Elections has determined that there are no suitable public buildings within the geographic boundaries of those certain precincts; and

WHEREAS, the County Clerk will petition the District Court for a court order for those certain polling locations outside of their respective boundaries; and

WHEREAS, the Board of County Commission is exercising its discretion in this matter and is required to make certain findings of fact; and

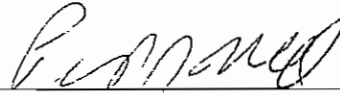
WHEREAS, the County Clerk and the Bureau of Elections recommend the following polling locations for the precincts indicated:

VALENCIA COUNTY PRECINCTS

PRECINCT	POLLING PLACE	LOCATION	AREA
1	Raymond Gabaldon	454 Coronado St NE	Los Lunas
2	Los Lunas Schools Administration	119 Luna Ave	Los Lunas
3	Los Lunas Elementary School	800 Coronado St	Los Lentes
4	Bosque Farms Arena	1040 Arena Rd	Bosque Farms
5	Peralta Elementary School	3645 Hwy. 47	Peralta
6	Ann Parish Elementary School	112 Meadow Lake Rd	Los Lunas
7	Dennis Chavez Elementary School	19670 Hwy. 314	Los Chavez
8	Tomé Dominguez de Mendoza Comm. Ctr.	2933 Hwy 47	Tome
9	Bosque Farms Arena	1040 Arena Rd	Bosque Farms
10	Daniel Fernandez Intermediate	28 Sun Valley Rd	Los Lunas
11	Bosque Farms Arena	1040 Arena Rd	Bosque Farms
12	Katherine Gallegos Elementary	236 Don Pasqual	Los Lunas
13	Old Isleta Headstart	191 Tribal Rd 2	Isleta
14	Peralta Elementary School	3645 Hwy. 47	Peralta
15	Valencia Elementary School	111 Monica Rd	Los Lunas
16	El Cerro Mission Community Center	307 El Cerro Mission Rd	Los Lunas
17	Katherine Gallegos Elementary	236 Don Pasqual	Los Lunas
18	Bosque Farms Arena	1040 Arena Rd	Bosque Farms
19	Dennis Chavez Elementary School	19670 Hwy. 314	Los Chavez
20	Romero Country Store	814-C Hwy 116	Bosque
21	Central Elementary School	600 Picard Ave	Belen
23	Jaramillo Elementary School	900 Esperanza Dr	Belen
25	Belen Parish Hall	101A N 10 th St	Belen
26	First Baptist Church of Belen (S Annex)	115 S 4 th St	Belen
27	Belen Parish Hall	101A N 10 th St	Belen
28	Meadow Lake Community Center	100 Cuervo Ln	Meadow Lake
29	First Presbyterian Church	85 Manzano Expressway	Rio Communities
30	First Presbyterian Church	85 Manzano Expressway	Rio Communities
31	Don Jose y Dolores Cordova Cultural Center	426 Jarales Rd	Jarales
32	Adelino Headstart	2747 Hwy. 47	Adelino
33	Casa Colorada School Community Center	1725 Hwy 304	Casa Colorada
34	First Presbyterian Church	85 Manzano Expressway	Rio Communities
35	Rio Grande Elementary School	15 Eastside School Rd	Los Trujillos
36	Daniel Fernandez Intermediate	28 Sun Valley Rd	Los Lunas
37	Dennis Chavez Elementary School	19670 Hwy. 314	Los Chavez
38	Reserved as a Technical Precinct		

THEREFORE LET IT BE RESOLVED: That the Valencia County Board of Commission having considered the recommendations of the Valencia County Clerk and the Bureau of Elections, and is in accordance with the statutory duties, the Commission does hereby adopt the recommendations of the Valencia County Clerk and the Bureau of Elections and designate the polling places as recommended.

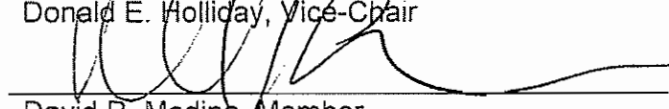
PASSED, APPROVED AND ADOPTED this 21st day of October, 2009.



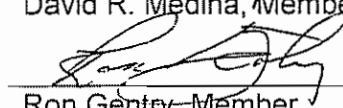
Pedro G. Rael, Chairman



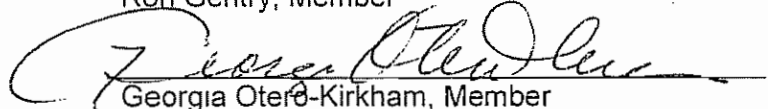
Donald E. Holliday, Vice-Chair



David R. Medina, Member

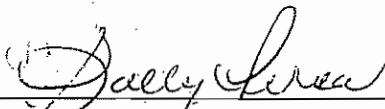


Ron Gentry, Member

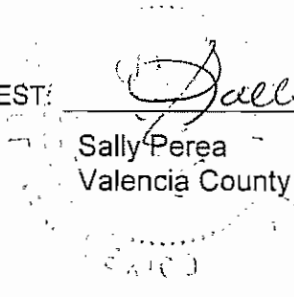


Georgia Otero-Kirkham, Member

ATTEST:



Sally Perea
Valencia County Clerk



VALENCIA COUNTY BOARD OF COMMISSIONERS
LOS LUNAS, NEW MEXICO

RESOLUTION NO. 2009- 49

A RESOLUTION NAMING ABSENTEE, ABSENTEE IN-PERSON and
EARLY VOTING LOCATIONS

WHEREAS, State statutes require that the Board of County Commissioners designate an Absentee Voting Precinct for the purpose of the registered voters within Valencia County to cast their vote in person or by mail 28 days prior to the election (Section 1-6-20A, NMSA;1978); and

WHEREAS, State statutes also require that the Board of County Commissioners designate an Absentee In-person Voting Precinct for the purpose of the registered voters within Valencia County to cast their vote on a voting machine at the courthouse and at a satellite location in person 17 days prior to the election (Section 1-6-5F, NMSA;1978); and

WHEREAS, the Board of County Commission is now undertaking to perform that statutory duty; and

WHEREAS, the Board of County Commission is acting through the County Clerk's office and it's office of the Bureau of Elections; and

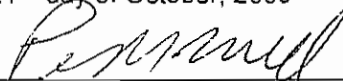
WHEREAS, the Bureau of Elections has recommended that the Absentee Voting Precinct be located at the Valencia County Courthouse 444 Luna Avenue, Los Lunas, New Mexico in a designated area for the purpose of the public in which to cast their vote in absolute privacy; and

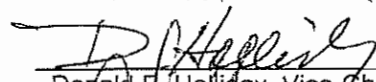
WHEREAS, the Board of County Commission is contemplating designating the Valencia County Courthouse 444, Luna Avenue Los Lunas New Mexico as an Early Voting Precinct for legislative districts 7, 8 and the portions of legislative districts 10 and 49 which are within the boundaries of Valencia County; and

WHEREAS, the Board of County Commission is contemplating designating the Belen Community Center 305 Eagle Lane Belen, New Mexico as an Early Voting Precinct for legislative districts 7, 8 and the portions of legislative districts 10 and 49 which are within the boundaries of Valencia County.

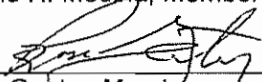
THEREFORE LET IT BE RESOLVED: that the Valencia County Board of Commission having considered the recommendations of the Valencia County Clerk and the Bureau of Elections, and in accordance with the statutory duties, the Commission does hereby adopt the recommendations of the Valencia County Clerk and the Bureau of Elections and designate the Absentee Voting/Early Precincts as recommended. No precinct shall be created, divided, abolished or consolidated or the boundries or polling place therein changed less than four months prior to each election, except by order of the district court.

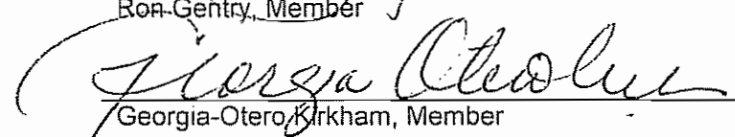
PASSED, APPROVED AND ADOPTED this 21st day of October, 2009


Pedro G. Rael, Chairman

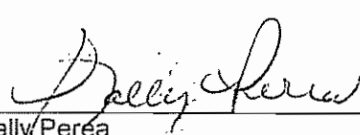

Donald E. Holliday, Vice-Chair


David R. Medina, Member


Ron Gentry, Member


Georgia Otero Kirkham, Member

Attest:


Sally Perea
Valencia County Clerk

BOOK 068

PAGE 358

EXHIBIT E

STATE OF NEW MEXICO
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
2009 LAWS OF NEW MEXICO

This Agreement is made and entered into by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and Valencia County, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2009 Legislature enacted Chapter 2, 2009 Laws of New Mexico. The law appropriated to the Department a total of \$150,000 of which a total of fourteen thousand dollars (\$14,000) is directed for emergency code improvements/equipment, hereinafter referred to as "renovations", for the Belen Senior Center located in Valencia County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the Belen Senior Center is located will be the site for the renovation.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state-appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with civil rights laws, regulations, and affirmative action, particularly Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, in the operation of the senior center and the provision of services to senior citizens.
3. Architect/Engineer. The Contractor shall submit to the Department for its approval and approval by the Governor's Commission on Disability a complete set of plans and specifications prepared by a registered architect or engineer prior to the commencement of any renovation/construction projects. The Contractor shall not enter into any agreement with architects or engineers, wherein the fee would be in excess of 7% of the amount awarded herein.
4. All applicable requirements of the New Mexico Building Code and the American National Standards Institute (ANSI) Standards that contain specifications for making buildings and facilities accessible to and useable by physically handicapped people shall be fully complied with. All applicable requirements set forth under Section (Chapter 60, Article 13 NMSA 1978) of

the Construction Industries Licensing Act and the rules and regulations adopted hereunder shall be fully complied with.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall furnish or arrange for the furnishing of all labor and materials, and for the performance of all work in the renovation of the Belen Senior Center. If anything is omitted from the plans, which may be required in order to complete said renovations, such items, if any, will be deemed to be included within the scope of work to be performed by the Contractor. The Contractor shall furnish all work, materials, and labor as may be necessary to provide, furnish, and install the same at the Contractor's sole expense. The Contractor shall not seek additional funds from the Department for the renovation contemplated herein.
2. Representations. The Contractor represents and warrants to the Department that it is fully experienced or will employ those who are fully experienced and properly qualified as experts to perform the work and that its contractors, agents, or employees are properly equipped, organized, and financed to perform such work. The Contractor further represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department.
3. Consideration. In consideration for the funds granted herein, the Contractor agrees to make the renovations and to provide supportive social services to senior citizens in the Belen Senior Center.
4. Compliance with Requirements. All work, labor, and materials to be furnished and performed by the Contractor or its contractors or subcontractors shall be furnished and performed to the satisfaction of the Contractor.
5. Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.

6. Time for Completion. The Contractor shall insure that the renovations authorized under this Agreement shall be completed no later than 6/30/2010.
7. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within three years after the appropriation have been issued.
8. Best Efforts. Notwithstanding the terms set forth herein for completion of the renovations, the Contractor will at all times use its best efforts to insure that the renovations are completed on time, and will at all times insure that sufficient labor and material is furnished to assure the most efficient and speediest renovation process.
9. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.
10. Default by Contractor. If the Contractor fails to pursue the work required herein diligently, or to make progress required, or fails in any way to perform the conditions hereof, the Department shall have the right, if it so elects and without prejudice to any other rights it may have, by giving 48 hours written notice of its election to the Contractor, to terminate the Agreement. Upon termination of the Agreement, the Department shall have no further obligation to make payments pursuant to the Agreement.
11. Permits and Licenses. The Contractor shall obtain all necessary building, occupancy, and other governmental permits and licenses which may be required in connection with the renovations to be performed hereunder and for the use and occupancy of the Belen Senior Center. The Contractor shall at all times insure strict compliance with all rules and regulations, ordinances, fire safety, environmental health permits, and building codes and requirements of all governmental authorities relating to the manner of doing the work to be performed under this Agreement.
12. Liability. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject

to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-1-1 et seq., NMSA 1978, as amended.

13. Insurance. The Contractor shall at all times commencing with the date when renovation begins and for five (5) years thereafter, carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all improvements and materials. The Contractor agrees to use any insurance proceeds paid under this paragraph for the benefit of the senior citizens in the Belen Senior Center, with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
14. Liens. The Contractor hereby agrees to ensure that there are no liens, or claims or rights to enforce liens against the Belen Senior Center or improvements to be erected thereon arising out of any work to be performed or labor and materials to be furnished under this Agreement.
15. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
16. Use of Site. For a period five (5) years from the date hereof, the Belen Senior Center shall be used solely for the purpose of a Senior Citizens Center and not for any other purpose whatsoever. The Contractor shall operate or cause to be operated the Belen Senior Center as a Senior Citizens Center at the sole cost and expense of the Contractor. The Belen Senior Center shall not be closed, subleased, or disposed of without the written prior consent of the Department.
17. Defects. The Contractor, will at the request of the Department, correct any defects due to faulty materials or workmanship in the renovation of the Belen Senior Center. The final payment by the Department shall not relieve the Contractor from the responsibility of such defects.
18. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
19. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to the Agreement of shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor at all reasonable times. The Department may audit such books or may employ

independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. Upon completion of the renovations, a true and correct accounting shall be rendered of all costs and expenses and all accounts, vouchers, records, and data related to the renovations. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

20. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of the Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.
21. Contractor May Not Cancel. Once funds have been committed by the Department to this project and the Contractor has awarded a renovation contract, the Contractor may not cancel the project for any reason whatsoever without the prior written consent of the Department. This consent shall not be unreasonably withheld.
22. Notices. All notices, which may be given to either of the parties hereunder, shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
23. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
24. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
25. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

26. Conflict of Interest. The Contractor warrants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1, through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.
27. Term. This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2010, unless terminated pursuant to Paragraph 26.
28. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
29. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
30. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied into this Agreement.
31. Procurement Code. The Contractor shall at all times comply with the Procurement Code. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
32. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate

steps to correct these deficiencies.

33. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

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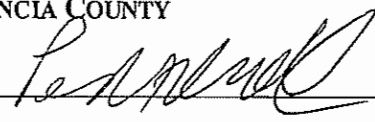
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

NEW MEXICO AGING AND LONG TERM SERVICES DEPARTMENT

BY: _____

DATE: _____

VALENCIA COUNTY

BY:  _____

DATE: 10-21-09

TAXATION AND REVENUE DEPARTMENT

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.# 01-505378-004

BY: _____

DATE: _____

NOTICES

New Mexico Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, NM 87505

Valencia County
P.O. Box 1119
Los Lunas, New Mexico 87031

**VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION**

The attached computer printout lists all checks issued by the Managers Office on
10/09/2009 covering payroll process on the above date.


Direct Deposit Check # 12681 thru direct deposit check# 12854 inclusive.
Deduction Check# 100883 thru deduction check# 100917 inclusive.
Payroll Check # 85684 thru payroll check # 85784 inclusive.
Listing total \$ 365,840.04

All have been reviewed for:

1. Appropriate documentation and approvals
2. Authorized budget appropriations.
3. Compliance with New Mexico Statutes, and
4. DFA Rules and Regulations.

In recognition of the above, the Manager's Office request this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

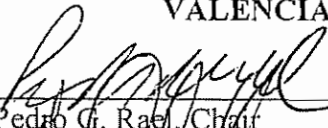
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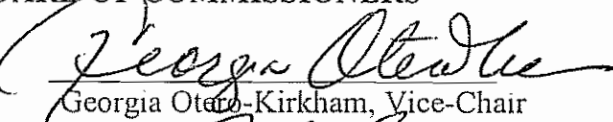
Wilma Abril, Finance Director

Done this 21st day of October, 2009

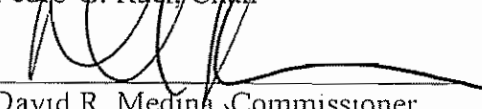
VALENCIA COUNTY BOARD OF COMMISSIONERS



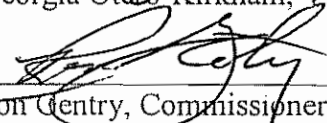
Pedro G. Rael, Chair



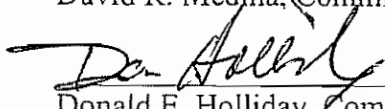
Georgia Otero-Kirkham, Vice-Chair



David R. Medina, Commissioner

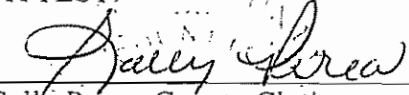


Ron Gentry, Commissioner



Donald E. Holliday, Commissioner

ATTEST:



Sally Perea, County Clerk

BOOK 068

PAGE 369

EXHIBIT I

**VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
ACCOUNTS PAYABLE AUTHORIZATION**

The attached computer printout lists all the checks issued by the Manager's Office on October 19, 2009 covering vendor bills processed on the above date. Check # 100918 thru Check # 101014 inclusive, for the total of \$ 386,437.27

All have been reviewed for:

1. Appropriate documentation and approvals.
2. Authorized budget appropriations.
3. Compliance with New Mexico Statutes, and
4. DFA Rules and Regulations.

In recognition of the above, the Fiscal Office requests this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

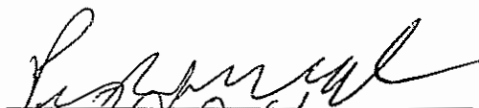
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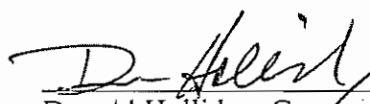
Wilma Abril, Director of Finance

Done this 21st day of October, 2009.

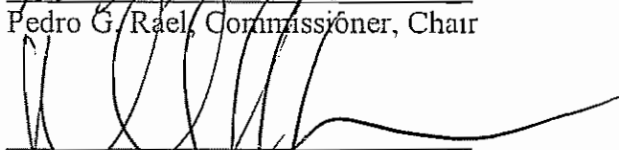
VALENCIA COUNTY BOARD OF COMMISSIONERS



Pedro G. Rael, Commissioner, Chair



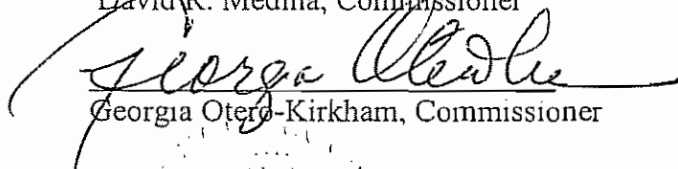
Donald Holliday, Commissioner, Vice
Chair



David R. Medina, Commissioner



Ron Gentry, Commissioner



Georgia Otero-Kirkham, Commissioner

ATTEST



Sally Perea, County Clerk